

Employment Rights Act 1996

Statement of Particulars for Employees

**under
Local Government Services
Conditions of Service**

**Edition 7
March 2015**



St. Helens Council

St. Helens Council

Employment Rights Act 1996

**Statement of Particulars for Employees
under Local Government Services Conditions of Service**

This Statement of Particulars is issued to;
.....

Employee Reference Number in connection with
his/her employment by St Helens Council (the Employer).

Post Title:

Date issued:

1. Date of Commencement of employment in this post

.....

2. Date of continuous service with St Helens Council

.....

Service under **2** is the relevant date for the purpose of calculating minimum statutory notice periods and qualification for a redundancy payment.

3. Date of continuous Local Government Service, including continuous service with any public authority to which the Redundancy Payments (Local Government) Modification Order 1983 (as amended) applies.

.....

Service under **3** is relevant for the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity/Adoption Scheme.

Where an employee qualifies for a redundancy payment under the service listed at **1** or **2**, the service listed at **3** will be used to calculate the redundancy payment, unless there is dual employment and employment is continuing. In this case, service for redundancy purposes is defined by the commencement date of the post from which the individual is being made redundant.

Where an employee returns to local government service following a break for maternity reasons she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes, provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no permanent full time employment has intervened.

4. Temporary/Fixed Term/Fixed Task Contract Only:

Temporary Contract*

This employment is not intended to be permanent. It is expected, without prejudice to your right or that of the Council, to give notice to terminate it in accordance with the Notice provisions explained in this statement or summarily in circumstances which may warrant such action, to last for a period of approximately _____ weeks/months.*

(*Delete as appropriate)

Fixed Term Contract*

This employment is not intended to be permanent. Subject to your right or the right of the Council to give notice to terminate it in accordance with the Notice provisions explained in this statement or summarily in circumstances which may warrant such action, your contract of employment will expire and your employment will therefore end on _____.

(*Delete as appropriate)

Fixed Task Contract*

This employment is intended to be for carrying out a task of a specific nature. This contract will end on the outcome of one of the following:

(*Delete as appropriate)

Part-time employees shall have applied to them the pay and conditions of service pro rata to comparable full-time employees except for:

- (a) training and development – where part-time employees should have access equal to that of full-time employees and when on training courses outside their contracted hours shall be paid on the same basis as full-time employees.
- (b) the car allowance scheme – which applies to part-time employees in full on the same basis as full-time employees.

Temporary employees shall receive pay and conditions of service equivalent to those of permanent employees.

5. Place of Employment

You are employed to work at _____ School.

6. Job Description

A job description or description of duties will be provided by the school.

7. Working Arrangements

Basic hours of work: _____ per _____

Overtime (if applicable): _____

Shift Pattern (if applicable): _____

Other requirements: _____

Your normal working arrangements will be as directed by your Head Teacher.

These may vary from time to time in accordance with the needs of the school and you will be notified of any changes by your Head Teacher/Line Manager and given 1 month's notice of any such changes. This will be conveyed to you verbally by the Head Teacher and confirmed in writing by the Human Resources Section.

This Council's flexible working hours' scheme does not apply to your post.

The Council's Local Conditions of Service contain its Working Time Policy Statement which provides the full details of how the Council has implemented Working Time Legislation.

8. Rate of Pay

(a) Salary- Full Year:

Your rate of pay is in accordance with SCPs _____ * to _____ as negotiated by the National Joint Council for Local Government Services.

Your starting pay is £ _____ per annum/month/hour within the current range
£ _____ to £ _____.

*The post is subject to an equalised payments system details of the payment system is as follows;

An equalised payscale which includes an element in relation to your pro rata holiday entitlement and a retainer payment.

* The following additional allowances are also payable:

<u>Allowance</u>	<u>Rate</u>	<u>Frequency</u>
------------------	-------------	------------------

(*Delete as appropriate)

Term Time Only

Your rate of pay is in accordance with SCPs * to as negotiated by the National Joint Council for Local Government Services.

Your commencing salary will be pro rata in accordance with a term time calculation based on actual working days, and leave entitlement accrued at the rate of an equivalent full time / all year employee.

Full year working days per annum based on a 5 day week = 260.71 days (365 days – non working days) = 260.71 days

Full year working days per annum minus full holiday entitlement (including bank holiday and extra statutory days entitlement) = actual working days

Full holiday entitlement / Actual working days = accrual rate

Working days x accrual rate = number of days annual leave entitlement.

Working days plus number of days annual leave entitlement / 5 = Paid weeks per year.

Term time calculation =

Working days x accrual rate = days annual leave

Weeks paid = Working days plus annual leave entitlement / 5 = weeks

The minimum annual leave entitlement is 5.6 weeks. Therefore the above calculation is increased to 43.60/44.60.

Your starting pay is £ per annum (/37 x /52.143 x £ (inclusive of special needs allowance).

Subject to satisfactory service or any particular conditions attached to your post, details of which are attached, your pay will rise within the above range by annual increments to the maximum of the range. The next increment will be paid on and thereafter any such increments due will normally be paid on 1st April of each year.

Payment of salary will be by credit transfer into a bank account. The frequency of payments will be on a monthly basis normally paid on 21st of each month. Should the 21st fall on a Saturday, payment will be made on the 20th, or on a Sunday the 22nd.

9. Leave Entitlements

(a) Annual Leave

Your current holiday entitlement is hours/days per annum for the full year April to March.

Option: As a term time member of staff pro rata holidays are included in your term-time calculation.

Option: As you receive equalised pay, pro rata holidays are included in your salary calculation.

The leave entitlements, including the two Extra Statutory days, are shown in Columns A, including these and an average 8 days Bank/Public Holidays in Column B.

The entitlement will increase on the following basis:

<u>Salary Scale</u>	<u>Period of Continuous Service</u>			
	<u>0-5 Years</u>		<u>Over 5 Years</u>	
	A	B	A	B
Up to SCP 11	24 days	32 days	27 days	35 days
Point 12-25	25 days	33 days	28 days	36 days
Point 26+	27 days	35 days	30 days	38 days

Leave allocated in measures other than standard days, eg. hours, will be calculated from the above, pro rata if required.

The leave entitlement applies pro rata for part-time employees.

Leave will also be calculated pro rata for those employees who commence or terminate during the leave year, based on the actual number of days worked as a proportion of 365 days per year.

Leave cannot be replaced by pay in lieu other than upon termination of employment and this will only occur where employment is terminated by the employer or where the employee is prevented by management from using the leave during the period of notice. You must plan to use outstanding leave during the period of notice.

Where an employee has taken more leave than their accrued entitlement at termination, this will be recovered. In these circumstances, deduction from the final salary due to you on termination of employment will be made in respect of any leave taken in excess of your entitlement to make this recovery unless compensation by other means is agreed. If your final salary is not sufficient to make this recovery, you will be expected to reimburse the difference.

You must provide your relevant authorising officer with notice of intention to take leave. This must be at least twice as many days in advance of the earliest date as the number of days to be taken off. Leave will only be approved in accordance with the needs of the service. Management can require the employee to vary the request for leave, where it is reasonable to

do so, by giving notice which must be at least the number of days in advance of the earliest date as the days which are to be taken off. These notice provisions may be varied by the manager in exceptional circumstances.

Under the Working Time regulations, there is a statutory entitlement to 5.6 weeks' paid leave in one leave year (including Bank & Public holidays). Statutory leave may only be taken in respect of the year in which it is due.

Option: All annual leave must be taken in the normal year (ie. 1st April to 31 March)

Option: All annual leave must be taken in the normal year (ie. 1st Sept to 31st August). In exceptional circumstances the Head Teacher, in accordance with Section 4 Paragraph 3(1) of the Local Conditions of Service, may authorise carry-over of contractual leave (ie. in excess of the statutory entitlements) from one leave year to the first three months of the next, providing this carry-over does not exceed 5 days. Further guidance on the carry forward of annual leave is available within the Council's Working Time Policy Statement.

(b) Bank/Public Holidays

Employees shall, irrespective of length of service, be entitled to a holiday with a normal day's pay (in the case of part-time work, pro rata to that of a full-time employee) for each of the statutory, general and public holidays as they occur.

Bank/Public holidays are fixed dates in the calendar, they do not occur at even intervals throughout the year. At the beginning of a leave year, part-time employees and those who work irregular patterns will be notified of their specific entitlement to Bank/Public holidays leave for the year and will use this entitlement as the Bank/Public holiday occurs. This entitlement will be adjusted for those who commence or finish during the leave year.

Option: As a term time member of staff pro rata Public/Bank holidays are included in your term-time calculation.

Option: As you receive equalised pay, pro rata Public/Bank holidays are included in your salary calculation.

The above arrangements apply unless payment for Bank/Public holidays is included in an equalised rate of pay to compensate for Bank/Public holiday working.

(c) Extra-Statutory Days

Head Teachers have authority to make their own arrangements with the workforce, or section of it, for taking of extra-statutory days. The two extra-statutory days' leave are included in the annual leave entitlement at 9(a), unless alternative arrangements are made. If applicable, these alternative arrangements are as indicated below:

Option: As a term time member of staff the pro rata extra-statutory days are included in your term time calculation.

Option: As you receive equalised pay, pro rata extra-statutory days are included in your salary calculation.

- (d) Your holidays will coincide with periods of school closures as outlined below: to be obtained from your Head Teacher.

These may vary from time to time and any changes will be notified to you by your Head Teacher/Line Manager giving appropriate notice.

10. Payments for Leave

You will be paid at your full basic pay for all leave referred to above taken within the leave allowance limits and other conditions specified therein being complied with. Where applicable, contractual overtime, shift and other regular payments for working arrangements other than 'normal' working hours under your Contract of Employment will be made.

11. Requirement to Work Abroad

This requirement does not relate to your post.

12. Political Restriction

Your post *is/is not politically restricted in accordance with the Local Government Housing Act 1989. Those employees in politically restricted posts will receive separate notification of the implications (*Delete where appropriate)

Note:

The information contained in this Statement is applicable as at 20 (this being no more than seven days before the Statement is issued.

13. Terms and Conditions of Employment

During your employment with the Council, your terms and conditions of employment will be in accordance with collective agreements negotiated from time to time by the National Joint Council for Local Government Services. Such agreements are set out in the National Scheme of Conditions of Service for Local Government Services and may be supplemented by local collective

agreements reached between the Council and the recognised Trade Unions representing employees under the above National Conditions of Service. Such agreements will be incorporated into the Local Conditions of Service. The above documents are available for reference during normal office hours in the Human Resources Section.

The National Conditions of Service for Local Government Services currently include such issues as:

- Equalities
- Official Conduct
- Training and Development Scheme
- Health, Safety and Welfare
- Pay and Grading
- Working Time
- Leave
- Conditions for Part-Time and Temporary Employees
- Sickness Scheme
- Maternity Scheme
- Car Allowances
- Continuous Service
- Period of Notice to Terminate Employment
- Trade Union Facilities

The Local Conditions of Service contain terms and conditions which supplement the above and in many cases are preferential to the provisions contained therein. They also contain full details of those matters referred to later on in this Statement. Additional issues include:

- Salary and Grading Provisions
- Training, Learning and Development
- Career Progression Scheme
- Facilities for Car Users
- Facilities for Trade Union Activities
- Health and Safety
- Redeployment & Redundancy Policies
- Employee Welfare
- Consultation Arrangements
- Working Time Policy Statement

Your employment is also subject to policies and procedures adopted/ determined by the Governing Body in accordance with the 1996 Education Act.

These will include:

- Disciplinary Rules & Procedures
- Grievance Procedure
- Employee Performance Improvement Procedure
- Whole School Pay Policy
- Recruitment Code of Practice
- Flexible Working, Leave and Time Off
- Sickness Absence Managing Attendance Procedures
- Code of Conduct

The above lists are not exhaustive and in having regard to your terms and conditions of employment therefore all documents referred to above should be inspected in addition to this Statement of Particulars.

The Council undertakes to ensure that future changes in relation to the above will be entered in the documents referred to or otherwise recorded for you to refer to within one month of the change. Useful summaries of some of the key policies are included in the following paragraphs.

14. Sickness Procedure

The school has adopted a policy on sickness and the procedures to be following in dealing with sickness absence.

You should ensure that you are familiar with the policy and procedures, in particular, your responsibility for sickness notification. Guidance on this and on the terms and conditions relating to your sick pay provision may be sought from the documents referred to in paragraph 13.

15. Notice Periods

Should the Council terminate your employment with notice you will be entitled to either the statutory notice period, or the contractual period of notice you would need to give to the School to terminate employment, which ever is the longer.

The statutory minimum periods of notice are:

<u>Periods of Continuous Employment</u>	<u>Minimum Notice</u>
Four weeks or more, but less than two years	One week
Two years or more, but less than twelve years	One week for each year
Twelve years or more	Not less than 12 weeks

The minimum contractual period of notice to terminate employment to be given by an employee is as follows;

(i)	Officers up to and including spinal column point 28	1 month
(ii)	Officers up to and including spinal column point 44	2 months
(iii)	Officers above spinal column point 45	3 months

16. Pension

Your letter of appointment will outline your position in respect of membership of the Local Government Pension Scheme, administered by the Merseyside Pension Fund.

The Council will permit pension transfers into the scheme for up to one year from an employee joining St Helens Council as a pension scheme member. After this one-year period late transfers will not be considered

How the Council exercises its other discretions allowed under the pension regulations is published in its annual 'Exercise of Discretionary Function Policy Statement'

17. Disciplinary Rules/Procedure

Disciplinary rules are necessary to set standards of conduct which are recognised as reasonable by the Council, the recognised Trade Unions and individual employees.

The Council, as a public body, must demonstrate the highest of standards in the way its employees conduct themselves when acting on behalf of, or representing the Council.

Knowing and observing the rules and being aware of the consequences of contravening those rules assist employees in attaining standards of conduct and behaviour which reflect the aspirations of the Council as an employer.

Disciplinary rules cannot cover all possible incidents which may arise during employment. The omission of a particular type of conduct from the rules does not mean that disciplinary action is thereby excluded; the rules give examples only and any breach of normal good conduct or standards of work may be subject to disciplinary action.

It is important that these rules are read in conjunction with;

Code of Conduct for Employees;
Standing Orders, Financial Procedure Rules; Financial Instructions;
Health and Safety Policies;
Information & ICT Security Policy Framework;
The Guidance for Safer Working Practice for Adults who work with Children and Young People;
Health and Care Professions Council Standards of Conduct, Performance and Ethics;

or any other regulation or procedure which applies to individual employees. This includes rules and standards set by professional bodies or institutions which govern the conduct of their members.

These rules apply to all employees including employees of Governing Bodies who adopt them. The rules fall into two categories, examples of gross misconduct which are so serious that a single occurrence could result in summary dismissal or misconduct for which repeated incidents, either related or unrelated, could result in dismissal following adequate warning/s.

(1) **Gross Misconduct**

- (a) Unauthorised removal, theft or use of Council, Schools, clients', members of the public or fellow employees' property or money.
- (b) Sexual misconduct whilst working for or on Council or School property. This includes sexual misconduct directed towards fellow colleagues or with any person under the Council's care.
- (c) Sexual harassment, bullying or threats to fellow employees, members of the public, pupils or clients either physical, verbal or written and including any protected characteristics as stipulated in the Equality Act 2010 (i.e. age, disability, gender

assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation).

- (d) Consuming alcohol or proscribed drugs, or being on licensed premises during working hours without permission; or reporting for work in an unfit state due to alcohol or proscribed drugs.
- (e) Wilful assaults, threatening/abusive behaviour or fighting during working hours.
- (f) Serious and/or persistent breaches of agreed standards set by the Council and/or relevant professional bodies or institutions, this includes those relating to the care of clients, fellow workers and members of the public.
- (g) Conduct outside of work which could result in a loss of trust in an individual as an employee, or a conviction which renders it unlawful for you to carry out your duties (see also paragraph 3: Criminal Offences).
- (h) Serious and/or persistent abuse of the sickness scheme.
- (i) Serious and/or persistent misuse of computer facilities, including e-mail and Internet facilities.
- (j) Conduct or action which could bring the Council or School into serious disrepute.
- (k) Intentional abuse, misuse or unauthorised destruction of, or damage to, Council, School or other property, including property of pupils/clients, members of the public and fellow workers.
- (l) Wilful disregard of, or failure or refusal to adhere to, the Health and Safety Regulations or Code of Safe Working Practices including those Safe Practices linked to working with children and young people and vulnerable adults.
- (m) Falsifying application for employment, medical records, work records or any record associated with or completed during employment.
- (n) A serious act of insubordination or deliberate refusal to carry out a reasonable, lawful instruction.
- (o) Serious negligence which causes or might cause unacceptable loss, damage or injury.
- (p) Professional negligence.
- (q) Any comment or statement made for example via social networking sites which has the potential to bring the Council/School into disrepute or calls into question the professionalism of the employee and their suitability to continue in their role.

2. Misconduct

- (a) Unsatisfactory time-keeping.
- (b) Absence without permission.
- (c) Unsatisfactory standards of work not related to capability.
- (d) Failure to follow recognised procedures, eg. holiday and sickness notification.
- (e) Rudeness or incivility to clients, members of the public or fellow workers or pupils.

3. Criminal Offences

If an employee is charged with, or convicted of a criminal offence, consideration needs to be given to what effect the charge or conviction has on the employee's suitability to do their job and on their relationship with their employer, work colleagues and clients. Employees are obliged to inform the Council of any offence that could impact on their employment.

Disciplinary Procedure

In order to provide a fair and effective method of dealing with disciplinary matters, the Council's Disciplinary Procedure will be applied in all instances where disciplinary action is regarded as warranted. It has been drafted in accordance with the ACAS Disciplinary Procedures Code of Practice (April 2009).

An informal reprimand may be given for a relatively minor first act of misconduct. This is designed to reflect the proportionality of the misconduct and the individual's response to it i.e. their acceptance of the reprimand. If there is no acceptance, the matter will be addressed via the formal procedure. A written management instruction letter will be used to address such issues. It is recommended that a copy of any such reprimand be retained including the date of issue.

The Procedure includes guidance on:

- (1) the scope of the procedure;
- (2) suspensions from duty;
- (3) consideration of alternative to suspension;
- (4) the investigation process;
- (5) disciplinary hearings and the right to representation to formal hearings;
- (6) types of disciplinary action;
- (7) the mechanism of appeal.

There is a right of appeal against any formal disciplinary action taken against you.

Full details of the Council's Disciplinary Procedures are included in the documents referred to under paragraph 13 of this Statement.

18. Individual Grievance Procedure

This procedure should be used by an individual employee who is still in employment where they have concerns, problems or complaints related to their employment including issues of Bullying and Harassment.

The procedure is open to all employees of the Council excluding where:

- (1) there has been failure by the employee to comply with the reasonable time limits in the procedure, unless particular time limit has been waived;
- (2) there is an attempt to restart the procedure in respect of the same complaint unless any action agreed by management to redress the original complaint has not been implemented;
- (3) the employee concerned is subject to other procedures of the Council where there is an in built mechanism in that procedure, e.g., the Disciplinary Procedure;
- (4) a matter over which the Council has no control and/or powers to provide a remedy to the complaint;
- (5) any matter which affects a change to National or Local Conditions, Council Policy or Decisions;
- (6) the complaint raised by a representative of a recognised trade union or other appropriate workplace representative affects other employees.

The procedure includes guidance on;

- (1) the scope of the procedure;
- (2) the informal stage;
- (3) the formal stage;
- (4) the grievance meeting and the right to representation;
- (5) the mechanism of appeal.

Full details of the Council's Grievance Procedure is included in the documents referred to under Paragraph 13 of this statement.

19. Rights of Pregnant Employees

The Occupational Maternity Scheme applies apply to all pregnant employees regardless of the number of hours worked per week.

Provided they comply with the notification procedures, all female employees (regardless of length of service) will be entitled to 6 months' ordinary and 6 months' additional maternity leave.

The employee has a subsequent right to return to the job in which she was employed, or a job of a similar nature, grade and status. The period and basis for the calculation of the maternity payment is laid down by statute as supplemented by the National and Local Conditions of Service.

You are advised to ask your supervisor, or the Human Resources Section, for details of the Council's requirements in relation to Maternity Leave well in advance of commencing your leave period.

New and expectant mothers are entitled, under the Management of Health and Safety at Work (Amendment) Regulations 1994, to have an assessment carried out on their workstation and work activities in order to determine risk and, if established, arrangements made for that risk to be avoided.

Employees who become pregnant, have given birth within the previous six months or who are breastfeeding, should inform their manager, in writing, of their particular circumstances to enable the Council to provide a safe working environment.

Details of the Occupational Maternity Scheme are contained in the documents referred to in paragraph 13 of this Statement. Explanation of the scheme should be sought from the Human Resources Section.

20. Code of Conduct for Employees of the Council

The Code of Conduct is detailed in the Council's Local Conditions of Service and is intended to guide you in dealing with situations which could put at risk your integrity as an employee and the public trust in the service.

You should ensure that you fully understand the rules of conduct which the Law, your Conditions of Service, Standing Orders, your Professional Code of Ethics and the Council's Code of Conduct require you to follow.

It is your **personal responsibility** to apply these requirements on every relevant occasion and, if you are unclear, advice should be sought from your manager or the Human Resources Section **before** you involve yourself in any situation.

21. Dual Employment

Under the Code of Conduct referred to above, certain employees **must not** engage in other employment or engage in any other business without expressed permission of the Council.

Other employees, who apply to take up additional employment with another part of the Council, must inform their manager. This is so that the Council meets its obligations under the Working Time Regulations 1998. They should

also inform their manager if they take up employment with another employer, so that an account of their health and safety can be taken.

22. Retirement

The Equality Act 2010 makes it unlawful for employers to discriminate against employees, trainees or job seekers because of their age.

This means that the Council will not force an employee to retire on their 65th birthday and the employee will not need to request to work beyond this date. It will be a matter of individual choice as to when an employee 'retires' and they will simply need to inform the Council, in writing, in accordance with their existing notice requirements.

This does not affect the conditions relating to accessing pension benefits under the Local Government or Teachers' Schemes. For example, if an employee chooses to retire on their 65th birthday, the same rights to access benefits as when the compulsory retirement age was in place.

23. Smoking Policy

St. Helens Council is committed to providing a smoke-free environment and does not allow smoking in any of its premises or vehicles. This policy applies to all products that supply nicotine, i.e. tobacco, cigarettes and e-cigarettes. It is a condition of service that you comply with the Policy.

24. Health and Safety

General Statement of Intent.

St. Helens Council is committed to providing a safe and healthy working environment for all its employees. So far as is reasonably practicable, systems and procedures will be implemented to ensure that all equipment, plant, substances and premises are safe and free from adverse effects to health. It is a key objective of this policy to ensure that employees, the public and others affected by our activities are exposed to the lowest practicable level of risk.

St Helens Council has adopted a risk based approach to health and safety whereby resources will be targeted at hazards from which most accidents arise, or there is a potential for significant impact. As a minimum, St. Helens Council will take all necessary steps to comply with health and safety legislation, Approved Codes of Practice, HSE Guidance Notes and relevant British or European Standards.

St. Helens Council recognises the key role of employees in establishing and maintaining safe and healthy working procedures and conditions. All employees are required to avoid any actions which may adversely affect the health, safety and welfare of themselves, their colleagues and others. The policy will be brought to the attention of all employees.

All employees are issued with a copy of the Health and Safety Policy Statement, further copies are available from the Health and Safety Section and the Human Resources Section.

This Health and Safety Policy Statement is supplemented by a Departmental Safety Policy and/or by Codes of Safe Working Practice.

25. Comprehensive Equality Policy

St. Helens Council recognises that disadvantage and discrimination exist in society and that people may experience more than one form of discrimination. The Council is committed to striving to eliminate these inequalities and aims to be fair, reasonable and just in its responsibilities. St. Helens Council values the diversity of its workforce and the people and communities of the Borough and is working towards ensuring its service delivery and employment practices are of the highest possible equality standard.

The Council commits itself to make its services, facilities and resources accessible and responsive to residents and visitors to St. Helens. The Council will work towards ensuring that individual human rights are supported within its decisions, policies and practices.

The Council is an equal opportunity employer. The aim of the Council's policy is to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, disability, marital status, creed, colour or is disadvantaged by conditions or requirements which cannot reasonably be shown to be justified.

Full details of the Council's Comprehensive Equality Policy are available on the Council's website and via the Intranet.